

**OFFEROR'S COPY**

NOTE: Attached forms are to be retained by offeror for his files

Issuing Office:

**USDA - Forest Service  
SW Idaho/Nevada Acquisition Office  
1249 S. Vinnell Way, Suite 200  
Boise, Idaho 83709-1663**

Offers Are Solicited For:

**LEE CANYON WATER SYSTEM ON THE  
HUMBOLDT-TOIYABE NATIONAL FOREST**

**Solicitation No. RFP R4-17-03-04****IMPORTANT - NOTICE TO OFFEROR**

1. Information and instructions for submission of offers as well as contract provisions and specifications are contained in this packet. This material should be retained by the offeror for reference.
2. Before mailing your offer, please recheck the following:
  - (a) Section B: Have you rechecked your figures, including calculation on your work sheets?  
Have prices been submitted for all items?
  - (b) Does your offer set forth full, accurate, and complete information as required by Paragraph L.2 "Instructions for Preparation of Technical Proposals" (AGAR 452.215-71)?
3. **Offerors must submit a proposal for (1) project listed in Schedule B, (2) technical proposal listed in Section L and (3) Bid Bond. Failure to submit prices, technical evaluation and bid bond will result in rejection of proposal.**

**ATTENTION OFFERORS - PLEASE SUBMIT YOUR OFFER TO THE ADDRESS LISTED BELOW:**

**USDA - FOREST SERVICE  
SW IDAHO/NEVADA ACQUISITION OFFICE  
1249 S. VINNELL WAY, SUITE 200  
BOISE, ID 83709-1663**

**TABLE OF CONTENTS**Page(s)**PART I – THE SCHEDULE**

SECTION A – SOLICITATION/CONTRACT FORM	1
SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS	5
SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK	7
SECTION D – PACKAGING AND MARKING	9
SECTION E – INSPECTION AND ACCEPTANCE	10
SECTION F – DELIVERIES OR PERFORMANCE	11
SECTION G – CONTRACT ADMINISTRATION DATA	12
SECTION H – SPECIAL CONTRACT REQUIREMENTS	13

**PART II – CONTRACT CLAUSES**

SECTION I – CONTRACT CLAUSES	14
------------------------------	----

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

SECTION J – LIST OF ATTACHMENTS	22
---------------------------------	----

**PART IV – REPRESENTATIONS AND CERTIFICATIONS**

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS	52
SECTION L – INSTRUCTION, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS	63
SECTION M – EVALUATION FACTORS FOR AWARD	67

<b>SOLICITATION, OFFER, AND AWARD</b> <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.  R4-17-03-04	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED  7/18/03	PAGE OF PAGES  1

**IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.**

4. CONTRACT NO.		5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY  USDA, FOREST SERVICE SW IDAHO/NEVADA ACQUISITION OFFICE 1249 S. VINNELL WAY, SUITE 200 BOISE, IDAHO 83709		CODE	8. ADDRESS OFFER TO  SAME AS BLOCK 7
9. FOR INFORMATION CALL:	A. NAME  DENNIS L. DILLARD	B. TELEPHONE NO. <i>(Include area code)</i> <b>(NO COLLECT CALLS)</b>  208-373-4150	

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder."

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying no., date):*

**LEE CANYON WATER SYSTEM ON THE HUMBOLDT-TOIYABE NATIONAL FOREST**  
**RFP NO. R4-17-03-04**

**Estimated Price Range is between \$500,000 and \$1,000,000.**

11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>320</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See _____.)	
12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS  10
13. ADDITIONAL SOLICITATION REQUIREMENTS:	
A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>4:30 p.m.</u> (hour) local time <u>8/18/03</u> (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.	
B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required.	
C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.	
D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.	

**OFFER** *(Must be fully completed by offeror)*14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
*(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD** *(To be completed by Government)*

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)( )☐ 41 U.S.C. 253(c)( )

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)* Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

**PART I—THE SCHEDULE****SECTION B--SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>LEE CANYON WATER SYSTEM</b>						
<b>SCHEDULE OF ITEMS</b>						
<b>ITEM NUMBER</b>	<b>DESCRIPTION</b>	<b>METHOD MEAS.</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
	<b>SCHEDULE A</b>					
1	Reservoir (Steel Tank)	LSQ	LS	1	\$ XXXX	\$
	<b>SCHEDULE B</b>					
1	Mobilization and Demobilization	LSQ	LS	1	\$ XXXX	\$
2	General Conditions	LSQ	LS	1	\$ XXXX	\$
3	Reservoir Site Work	LSQ	LS	1	\$ XXXX	\$
4	Water Quality/Utility Building	LSQ	LS	1	\$ XXXX	\$
5	10" Main Pipeline for Camp Lee Canyon	LSQ	LS	1	\$ XXXX	\$
6	Fire Hydrants - Camp Lee Canyon	LSQ	LS	1	\$ XXXX	\$
7	Service Lines to Buildings	AQ	Each	6	\$	\$
8	Leachfield Replacement	LSQ	LS	1	\$ XXXX	\$
9	3" Well Supply Lines	AQ	LF	781	\$	\$
10	2" Well to Waste Lines	AQ	LF	80	\$	\$
11	Well Equipping	AQ	Each	2	\$	\$
12	Booster Pumping Station	LSQ	LS	1	\$ XXXX	\$
12A	Tunnel or Jack Casing Under Road	LSQ	LS	1	\$ XXXX	\$
13	Electrical and Control - Well, Utility Building, Reservoir	LSQ	LS	1	\$ XXXX	\$
14	Electrical and Control- Booster Pumping Station	LSQ	LS	1	\$ XXXX	\$
15	Electrical and Control - USFS Host Unit	LSQ	LS	1	\$ XXXX	\$
16-19	USFS Campground Pipelines					
16A	McWilliams - 1"	AQ	LF	500	\$	\$
16B	McWilliams - 2"	AQ	LF	760	\$	\$
16C	McWilliams - 3"	AQ	LF	6183	\$	\$
16D	McWilliams - 6"	AQ	LF	502	\$	\$
19A	Foxtail - 1"	AQ	LF	400	\$	\$
19B	Foxtail - 2"	AQ	LF	40	\$	\$
19C	Foxtail - 4"	AQ	LF	3728	\$	\$
20	USFS Pavement					
20A	Pavement - McWilliams	AQ	Ton	580	\$	\$
20C	Pavement - Foxtail	AQ	Ton	130	\$	\$
21	USFS Crushed Aggregate Base					
21A	Crushed Aggregate Base - McWilliams	AQ	Ton	650	\$	\$
21C	Crushed Aggregate Base - Foxtail	AQ	Ton	160	\$	\$

22	USFS - Hydrants					
22A	Hydrants - McWilliams	AQ	Each	13	\$	\$
22C	Hydrants - Foxtail	AQ	Each	5	\$	\$
23	USFS - Tank Modification	LSQ	LS	1	\$ XXXX	\$
24	Rock Refill	AQ	CY	30	\$	\$
	<b>TOTAL SCHEDULE B</b>				<b>\$ XXXX</b>	<b>\$</b>
	<b>TOTAL SCHEDULE A AND B</b>				<b>\$ XXXX</b>	<b>\$</b>
	<b>OPTION #1</b>					
17A	Dolomite - 1"	AQ	LF	710	\$	\$
17B	Dolomite - 2"	AQ	LF	450	\$	\$
17C	Dolomite - 3"	AQ	LF	1545	\$	\$
17D	Dolomite - 4"	AQ	LF	1060	\$	\$
20B	Pavement - Dolomite	AQ	Ton	400	\$	\$
21B	Crushed Aggregate Base - Dolomite	AQ	Ton	490	\$	\$
22B	Hydrants - Dolomite	AQ	Each	9	\$	\$
	<b>OPTION #1 TOTAL</b>				<b>\$ XXXX</b>	<b>\$</b>
	<b>OPTION #2</b>					
18A	Old Mill - 2"	AQ	LF	2550	\$	\$
18B	Old Mill - 3"	AQ	LF	650	\$	\$
	<b>OPTION #2 TOTAL</b>				<b>\$ XXXX</b>	<b>\$</b>
	<b>PROJECT TOTAL</b>				<b>\$ XXXX</b>	<b>\$</b>

## **SECTION C--DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 SCOPE OF CONTRACT**

The project consists of construction, delivery, and installation of approximately 11,900 linear feet of new waterline, a new 185,000 gallon water tank, and a 10 ft. by 12 ft. modular building. It also incorporates associated site work including clearing, grading, underground electrical utilities, hot bituminous paving spaces, boring/jacking, and miscellaneous work to support the construction.

### **C.2 PROJECT LOCATION**

The project is located about 41 miles northwest of Las Vegas, Nevada. From Las Vegas, drive northwest on U.S. 95 to State Route (SR) 156. Take SR 156 about 14 miles toward Mt. Charleston. Continue for approximately 3 miles past the intersection of SR 156 and SR 158. Camp Lee Canyon will be on the left of SF 156. The campground entrance will be about one half mile west of Camp Lee Canyon.

### **C.3 AGAR 452.211-72 Statement Of Work/Specifications (FEB 1988)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications referenced in Section J.

### **AGAR 452.211-73 Attachments To Statement Of Work/Specifications (FEB 1988)**

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

SECTION 00100	Measurement and Payment
SECTION 00110	Quality Control and Quantity Measurement
SECTION 00112	Construction Staking
SECTION 00119	Precast Concrete Utility Building
SECTION 00120	Booster Pumping Station
SECTION 00190	Mobilization
SECTION 01300	Submittals
SECTION 01350	Operation and Maintenance Manuals
SECTION 02130	Clearing and Grubbing
SECTION 02135	Waste Material Disposal
SECTION 02202	Installation of Pipe by Tunneling and Jacking Methods
SECTION 02205	Small Stone Riprap
SECTION 02217	Excavation, Backfill and Site Grading (Buildings and Water Storage Reservoir)
SECTION 02223	Trenching, Backfilling, and Compaction
SECTION 02240	Crushed Aggregate Base or Surface Course
SECTION 02612	Hot Bituminous Plant Mix (Commercial Source)
SECTION 02614	Hot Bituminous Plant Mix for Repairs
SECTION 02834	Steel Chain Link Fences and Gates
SECTION 03300	Cast-in-Place Concrete
SECTION 03302	Concrete from Packaged Dry Mix for Minor Structures
SECTION 05050	Drilled Anchors

SECTION 09900	Painting and Coating
SECTION 09952	Cold-Applied Wax Taype Coatings
SECTION 09954	Polyethylene Sheet Encasement
SECTION 09961	Fusion-Bonded Epoxy Linings and Coatings
SECTION 09974	Coatings for Steel Water Tank
SECTION 11202	Mechanical Seals for Pumps
SECTION 11212	Vertical Inline Centrifugal Pumps
SECTION 11264	Chemical Feed and Monitoring Equipment
SECTION 13112	Galvanic Anode Cathodic Protection of Steel Water Tanks
SECTION 13205	Aboveground Steel Water Tank (Reservoir)
SECTION 13426	Propeller Meters
SECTION 15050	General Piping Requirements
SECTION 15100	Manual, Check, and Process Valves
SECTION 15108	Air-Release and Vacuum-Relief Valves
SECTION 15109	Fire Hydrants
SECTION 15122	Flexible Pipe Couplings and Expansion Joints
SECTION 15124	Standpipe Drain and Dewatering Pump
SECTION 15126	Air Release Valves, Air and Vacuum Valves, Vacuum Relief Valves, and Combination Air Release Valves - In Box
SECTION 15135	Centrifugal Pump
SECTION 15141	Disinfection of Piping
SECTION 15144	Pressure Testing of Piping
SECTION 15175	McWilliams Storage Tank Modification
SECTION 15200	HDPE, PVC, and Galvanized Steel Pipe
SECTION 15201	General Requirements for Steel Piping
SECTION 15202	Hydrant with Post, Frame, and Grate
SECTION 15204	Frost-Proof, Anti-Pollution Hydrant
SECTION 15220	Copper Piping
SECTION 15240	Ductile-Iron Pipe
SECTION 15276	Stainless Steel Pipe
SECTION 15289	Submersible Well Pump
SECTION 15300	Sewer Piping System
SECTION 15303	Drainfield (Gravel-less Chamber)
SECTION 15400	Building Service Connections
SECTION 16150	Electric Motors
SECTION 16403	Electrical Distribution and Building Electrical System

These project specifications are included in Section J, List of Attachments.



**SECTION D--PACKAGING AND MARKING**

{For this Solicitation, there are NO clauses in this Section}

**SECTION E--INSPECTION AND ACCEPTANCE****FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far/farqueryframe.html](http://www.arnet.gov/far/farqueryframe.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.246-12 Inspection of Construction (AUG 1996)

## **SECTION F--DELIVERIES OR PERFORMANCE**

### **F.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far/farqueryframe.html](http://www.arnet.gov/far/farqueryframe.html)

### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

52.242-14 Suspension of Work (APR 1984)

### **F.2 FAR 52.211-10 Commencement, Prosecution, and Completion of Work (APR 1984)**

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 320 calendar days. The time stated for completion shall include final cleanup of the premises.

### **AGAR 452.236-75 Maximum Workweek – Construction Schedule (NOV 1996)**

Within 5 calendar days after receipt of a written request from the Contracting Officer, the Contractor must submit the following information in writing for approval:

- (a) A schedule as required by FAR clause 52.236-15, Schedules for Construction Contracts, and
- (b) The hours (including the daily starting and stopping times) and days of the week the Contractor proposed to carry out the work.

The maximum workweek that will be approved is 6:00 a.m. – 8:00 p.m., Monday - Sunday.

**SECTION G--CONTRACT ADMINISTRATION DATA****G.1 GOVERNMENT-FURNISHED PROPERTY**

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with the provisions of the "Government Property" FAR clause contained elsewhere in the contract. **Water source is Government-supplied well that the Contractor will hook up to.**

**SECTION H--SPECIAL CONTRACT REQUIREMENTS**

{For this Solicitation, there are NO clauses in this Section}

## PART II--CONTRACT CLAUSES

### SECTION I--CONTRACT CLAUSES

#### I.1 FAR 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far/farqueryframe.html](http://www.arnet.gov/far/farqueryframe.html)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.202-1	Definitions (DEC 2001), Alt. I (MAY 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 2003)
52.204-4	Printed or Copied Double- Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUL1995)
52.211-18	Variation in Estimated Quantity (APR 1984)
52.215-2	Audit and Records -- Negotiation (JUN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 2000)
52.222-3	Convict Labor (JUN 2003)
52.222-4	Contract Work Hours and Safety Standards Act -- Overtime Compensation (SEP 2000)
52.222-6	Davis-Bacon Act (FEB 1995)
52.222-7	Withholding of Funds (FEB 1988)
52.222-8	Payrolls and Basic Records (FEB 1988)
52.222-9	Apprentices and Trainees (FEB 1988)
52.222-10	Compliance with Copeland Act Requirements (FEB 1988)
52.222-11	Subcontracts (Labor Standards) (FEB 1988)
52.222-12	Contract Termination - Debarment (FEB 1988)
52.222-13	Compliance with Davis-Bacon and Related Act Regulations (FEB 1988)
52.222-14	Disputes Concerning Labor Standards (FEB 1988)
52.222-15	Certification of Eligibility (FEB 1988)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-27	Affirmative Action Compliance Requirements for Construction (FEB 1999)

- 52.222-35 Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)
- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001)
- 52.223-5 Pollution Prevention and Right-to-Know Information (APR 1998)
- 52.223-6 Drug-Free Workplace (MAY 2001)
- 52.223-14 Toxic Chemical Release Reporting (JUN 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2003)
- 52.227-1 Authorization and Consent (JUL 1995)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
- 52.227-4 Patent Indemnity -- Construction Contracts (APR 1984)
- 52.228-2 Additional Bond Security (OCT 1997)
- 52.228-11 Pledges of Assets (FEB 1992)
- 52.228-12 Prospective Subcontractor Requests for Bonds (OCT 1995)
- 52.228-14 Irrevocable Letter of Credit (DEC 1999)
- 52.228-15 Performance and Payment Bonds -- Construction (JUL 2000)
- 52.229-3 Federal, State, and Local Taxes (APR 2003)
- 52.232-5 Payments Under Fixed-Price Construction Contracts (SEP 2002)
- 52.232-17 Interest (JUN 1996)
- 52.232-18 Availability of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-27 Prompt Payment for Construction Contracts (FEB 2002)
- 52.232-34 Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (MAY 1999)
- 52.233-1 Disputes (JULY 2002)
- 52.233-3 Protest After Award (AUG 1996)
- 52.236-2 Differing Site Conditions (APR 1984)
- 52.236-3 Site Investigation and Conditions Affecting the Work (APR 1984)
- 52.236-5 Material and Workmanship (APR 1984)
- 52.236-6 Superintendence by The Contractor (APR 1984)
- 52.236-7 Permits and Responsibilities (NOV 1991)
- 52.236-8 Other Contracts (APR 1984)
- 52.236-9 Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (APR 1984)
- 52.236-10 Operations and Storage Areas (APR 1984)
- 52.236-11 Use and Possession Prior to Completion (APR 1984)
- 52.236-12 Cleaning Up (APR 1984)
- 52.236-13 Accident Prevention (NOV 1991)  
Alternate I (NOV 1991)
- 52.236-14 Availability and Use of Utility Services (APR 1984)
- 52.236-15 Schedules for Construction Contracts (APR 1984)
- 52.236-16 Quantity Surveys (APR 1984)
- 52.236-17 Layout of Work (APR 1984)
- 52.236-21 Specifications and Drawings for Construction (FEB 1997)  
Alternate I (APR 1984)

52.236-26	Preconstruction Conference (FEB 1995)
52.242-13	Bankruptcy (JUL 1995)
52.243-4	Changes (AUG 1987)
52.245-1	Property Records (APR 1984)
52.245-2	Government Property (Fixed-Price Contracts) (JUN 2003)
52.245-3	Identification of Government-furnished Property (APR 1984)
52.246-21	Warranty of Construction (MAR 1994)
52.248-3	Value Engineering – Construction (FEB 2000)
52.249-2	Termination for Convenience of the Government (SEP 1996)--Alternate I (SEP 1996)
52.249-10	Default (Fixed-Price Construction) (APR 1984)
52.253-1	Computer Generated Forms (JAN 1991)

#### AGRICULTURE ACQUISITION REGULATION (48 CFR CHAPTER 4) CLAUSES

452.232-70	Reimbursement for Bond Premiums – Fixed-Price Construction Contracts (NOV 1996)
452.236-71	Prohibition Against the Use of Lead-Paint (NOV 1996)
452.236-72	Use of Premises (NOV 1996)
452.236-73	Archeological or Historic Sites (FEB 1988)
452.236-74	Control of Erosion, Sedimentation and Pollution (NOV 1996)
452.236-76	Samples and Certificates (FEB 1988)
452.236-77	Emergency Response (NOV 1996)

### **I.2 FAR 52.225-9 Buy American Act—Construction Materials (JUN 2003)**

(a) *Definitions.* As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.



"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Domestic preference.* (1) This clause implements the Buy American Act (41 U.S.C. 10a - 10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows:

NONE  
[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American Act.* (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;
- (E) Time of delivery or availability;

- (F) Location of the construction project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON			
<u>Construction Material Description</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Price (Dollars)*</u>
<i>Item 1:</i>			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____
<i>Item 2:</i>			
Foreign Construction Material	_____	_____	_____
Domestic Construction Material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]  
 [Include other applicable supporting information.]

[\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)]

**I.3 FAR 52.228-1 Bid Guarantee (SEP 1996) *(Applicable over \$100,000)***

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, *e.g.*, bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds –

(1) To unsuccessful bidders as soon as practicable after the opening of bids, and (2) To the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.

(c) The amount of the bid guarantee shall be 20 percent of the bid price.

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

**I.4 FAR 52.232-35 Designation of Office for Government Receipt of Electronic Funds Transfer Information (MAY 1999)**

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: **USDA NATIONAL FINANCE CENTER**

Telephone Number: **(800) 421-0323**

**I.5 FAR 52.236-1 Performance of Work by the Contractor (APR 1984)**

The Contractor shall perform on the site, and with its own organization, work equivalent to at least 25 percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

**I.6 FAR 52.244-6 Subcontracts for Commercial Items and Commercial Components (APR 2003)**

(a) *Definitions.* As used in this clause-

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**AGAR 452.228-70 Alternative Forms of Security (NOV 1996)**

If furnished as security, money orders, drafts, cashier's checks, or certified checks shall be drawn payable to: USDA Forest Service.

**Order of Precedence--Construction**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The Schedule (excluding the specifications)
- (2) Representations and Other Instructions
- (3) Contract Clauses
- (4) Other Documents, Exhibits, and Attachments

- (5) The Specifications
- (6) Drawings

**I.7 Far 52.217-6, Option for Increased Quantity (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notification to the Contractor with 60 calendar days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

**PART III--LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J--LIST OF ATTACHMENTS**

- J.1 GENERAL WAGE DETERMINATION NO. NV030005, dated 06/13/2003
- J.2 PROJECT SPECIFICATIONS **(THESE WILL BE POSTED AS A SEPARATE DOCUMENT ON THE FEDBIXOPPS WEBSITE)**
- J.3 DRAWINGS **(THESE WILL BE POSTED AS A SEPARTE DOCUMENT ON THE FEDBIXOPPS WEBSITE)**
- J.4 FIRE PRECAUTIONS

GENERAL DECISION NV030005 06/13/2003 NV5

Date: June 13, 2003

General Decision Number NV030005

Superseded General Decision No. NV020005

State: Nevada

Construction Type:  
HEAVY  
HIGHWAY

County(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS (Except construction projects at the NEVADA TEST SITE and TONOPAH TEST RANGE)  
(and Excluding Water Well Drilling)

Modification Number	Publication Date
0	06/13/2003

COUNTY(ies):

CARSON CITY	EUREKA	NYE
CHURCHILL	HUMBOLDT	PERSHING
CLARK	LANDER	STOREY
DOUGLAS	LINCOLN	WASHOE
ELKO	LYON	WHITE PINE
ESMERALDA	MINERAL	

CARP0034L 07/01/2002

	Rates	Fringes
CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE PINE COUNTIES		
DIVER STANDBY	32.34	14.475
DIVER WET	43.59	14.475
DIVER TENDER	32.34	14.475
PILE DRIVERS: (Bridge, Warf & Dock Builders)	29.40	14.475

---

CARP0971E 07/01/2002

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE.		
CARPENTERS	25.89	10.78

---

CARP1780A 07/01/2002

	Rates	Fringes
CLARK, ESMEERALDA, LINCOLN AND NYE COUNTIES		

## CARPENTERS:

30 Mile radius around Las Vegas (Measured from the intersection of Maryland Parkway and Charleston Blvd.)	25.89	10.78
--	-------	-------

30 to 50 Mile radius around Las Vegas (same as above)	27.39	10.78
--	-------	-------

Over 50 mile Mile radius around Las Vegas (same as above)	29.14	10.78
--	-------	-------

Laughlin Area	27.89	10.78
---------------	-------	-------

ELEC0357F 12/01/2002

	Rates	Fringes
CLARK, LINCOLN, AND NYE (South of the Mt. Diablo Base Line)		

## COUNTIES

ELECTRICIANS	29.10	10.96+3%
--------------	-------	----------

ELEC0357G 06/01/2002

	Rates	Fringes
CLARK, LINCOLN, AND NYE COUNTIES		

## LINE CONSTRUCTION WORKERS:

Area bound by a 25 mile radius  
from the intersection of Main  
Street and Fremont Street in  
Las Vegas (Free Area)

Groundman	21.20	8.16+3%
Line Equipment Operators	25.78	8.86+3%
Lineman	28.82	9.33+3%

Area between a 25 mile radius  
and 55 mile radius from Main  
and Fremont Streets

Groundman	25.70	8.23+3%
Line Equipment Operators	30.28	8.93+3%
Lineman	33.32	9.40+3%

ELEC0401F 06/01/2002

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, ESMEERALDA, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTYS.		



## ELECTRICIANS:

ELECTRICIANS	27.17	7.20+3%
CABLE SPLICER	29.89	7.20+3%

-----  
ELEC0401G 02/01/1993

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINES COUNTYS.		

## LINE CONSTRUCTION:

Lineman	21.74	5.34+3-3/4%
Cable Splicer	23.91	5.34+3-3/4%
Equipment Operator	19.57	5.34+3-3/4%
Groundman	14.13	5.34+3-3/4%

-----  
ENGI0012H 08/01/1999

	Rates	Fringes
HYDRAULIC SUCTION AND CLAMSHELL DREDGES		

Leverman	34.20	8.00
Deck Captain	31.30	8.00
Dozer	30.73	8.00
Watch Engineer, Welder and Deckmate	30.62	8.00
Winchman (Stern Winch) (on dredge)	30.07	8.00
Deckhand (can operate anchor scow under direction of mate), Bargeman	29.53	8.00
Barge mate	30.14	8.00

-----  
ENGI0012J 07/01/2002

	Rates	Fringes
CLARK, ESMERALDA LINCOLN AND NYE COUNTIES		

## POWER EQUIPMENT OPERATORS:

Group 1	27.64	11.80
Group 2	28.59	11.80
Group 3	28.88	11.80
Group 4	30.17	11.80
Group 5	30.79	11.80
Group 6	30.39	11.80
Group 7	30.92	11.80
Group 8	30.50	11.80
Group 9	31.42	11.80
Group 10	30.62	11.80
Group 11	32.22	11.80
Group 12	30.79	11.80
Group 13	30.89	11.80
Group 14	30.92	11.80
Group 15	31.00	11.80
Group 16	31.12	11.80
Group 17	31.29	11.80
Group 18	31.39	11.80

Group 19	31.50	11.80
Group 20	31.62	11.80
Group 21	31.79	11.80
Group 22	31.89	11.80
Group 23	32.00	11.80
Group 24	32.12	11.80
Group 25	32.29	11.80

## CRANES, PILEDRIVING &amp; HOISTING EQUIPMENT

Group 1	28.79	11.80
Group 2	29.74	11.80
Group 3	30.03	11.80
Group 4	30.17	11.80
Group 5	30.39	11.80
Group 6	30.50	11.80
Group 7	30.62	11.80
Group 8	30.79	11.80
Group 9	30.96	11.80
Group 10	31.96	11.80
Group 11	32.96	11.80
Group 12	33.96	11.80
Group 13	34.96	11.80

## TUNNEL GROUP:

Group 1	29.36	11.80
Group 2	30.17	11.80
Group 3	30.39	11.80
Group 4	30.67	11.80
Group 5	30.79	11.80
Group 6	30.89	11.80
Group 7	31.79	11.80

From the City Hall of Las Vegas

20 Miles to 40 Miles - add \$1.50 per hour to wage rates

40 Miles to 60 Miles - add \$2.50 per hour to wage rates

Over 60 Miles - add \$3.00 per hour to wage rates

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS:

GROUP 1: Bargeman, brakeman, compressor operator (when more than five (5) 900 CFM or larger units, additional operator required), ditch witch, with seat or similar type equipment, elevator operator - inside, engineer oiler, Forklift Operator (under 5 tons capacity) generator operator, generator, pump or compressor plant operator, pump operator, signalman, switchman

GROUP 2: Asphalt - rubber plant operator, Nurse Tank Operator Concrete mixer operator - skip type, conveyor operator, Fireman, Forklift Operator (over 5 tons), Hydrostatic pump operator, oiler crusher (asphalt or concrete plant), Rotary Drill Helper (Oilfield), skip loader (wheel type up to 3/4 yd. without attachment), soils field technician, tar pot fireman, temporary heating plant operator, trenching machine oiler.

GROUP 3: Asphalt - rubber blend operator, equipment greaser (rack), ford ferguson (with drag type attachments), helicopter radioman (ground), power concrete curing machine operator, power concrete saw operator, power - driven jumbo form setter operator,

stationary pipe wrapping and cleaning machine operator

GROUP 4: Asphalt plant fireman, Backhoe operator (mini-max or similar type), Boring Machine Operator, Boxman or Mixerman (asphalt or concrete), Building and/or Structure Inspector, Chip Spreading Machine Operator, Concrete Cleaning Decontamination Machine Operator, Concrete pump operator (small portable), Drilling Machine Operator, small auger types (Texoma super economatic or similar types - Hughes 100 or 200 or similar types - drilling depth of 30' maximum), Equipment Greaser (Grease Truck), guard rail post driver operator, highline cableway signalman, hydra-hammer-aero stomper, Power Concrete Curing Machine Operator, Power Concrete Saw Operator, Power-Driven Jumbo Form Setter Operator, power sweeper operator, roller operator (compacting), screed operator (asphalt or concrete), trenching machine operator (up to 6ft.), concrete cleaning decontamination machine operator, power concrete curing machine operator,

GROUP 5: Equipment Greaser (Grease Truck)

GROUP 6: Asphalt plant engineer, batch plant operator, bit sharpener, concrete joint machine operator (canal and similar type), concrete planer operator, deck engine operator, derrickman (oilfield type), drilling machine operator, bucket or auger types (Caldwell 100 bucket or similar types - Watson 1000 auger or similar types - Texoma 330, 500 or 600 auger or similar types - drilling depth of 45' maximum), drilling machine operator (including water wells), hydrographic seeder machine operator (straw, pulp or seed) Jackson track maintainer, or similar type, Kalamazoo switch tamper, or similar type, machine tool operator, Maginnis internal full slab vibrator, mechanical berm, curb or gutter (concrete or asphalt), mechanical finisher operator (concrete, Clary-Johnson-Bidwell or similar type), pavement breaker operator (truck mounted), road oil mixing machine operator, roller operator (asphalt or finish), rubber - tired earth moving equipment (single engine, up to and including 25 yds. struck), self-propelled tar pipelining machine operator, skiploader operator (crawler and wheel type, over 3/4 yd. and up to and including 1-1/2 yds.), slip form pump operator (power driven hydraulic lifting device for concrete forms), tractor operator - bulldozer, tamper-scraper (single engine, up to 100 h.p. flywheel and similar types, up to and including D-5 and similar types), tugger hoist operator (1 drum), Ultra High Pressure Waterjet Cutting Tool System Operator, Vacuum Blasting Machine Operator, Welder-General.

GROUP 7: Welder-General (Multi-Shift)

GROUP 8: Asphalt or concrete spreading operator (tamping or finishing), asphalt paving machine operator (Barber Greene or similar type - 1 screedman required), Asphalt -rubber distributor operator, backhoe operator (up to and including 3/4 yd.), small Ford, Case or similar, cast-in-place pipe laying machine operator, combination mixer and compressor operator (gunite work), compactor operator (self-propelled), concrete mixer operator (paving), crushing plant operator, drill doctor, drilling machine operator, bucket or auger types (Caldwell 150 bucket or similar types - Watson 1500, 2000 2500 auger or

similar types - Texoma 700, 800 auger or similar types - drilling depth of 60' maximum), elevating grader operator, grade checker, gradall operator, grouting machine operator, heavy-duty repairman, Heavy Equipment Robotics Operator, kalamazoo ballast regulator or similar type, Kolman belt loader and similar type, Le Tourneau blob compactor or similar type, loader operator (Athey, Euclid, Sierra and similar), Master Environmental Maintenance Mechanic, Pneumatic concrete placing machine operator (Hackley-Presswell or similar type), pumpcrete gun operator, rotary drill operator (excluding caisson type), Rubber-tired earth-moving equipment operator (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator (multiple engine up to and including 25 yds. struck), rubber-tired scraper operator (self-loading paddle wheel type - John Deere, 1040 and similar single unit), self-propelled curb and gutter machine operator, skipload operator (crawler and wheel type over 1-1/2 yds. up to and including 6-1/2 yds.), Soil Remediation Plant Operator (C.M.I. Enviro Tech Thermal or Similar Types) (Oiler Required Group 2), surface heaters and planer operator, tractor compressor drill combination operator, tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - bulldozer, tamper, scraper and push tractor single engine), tractor operator (boom attachments), traveling pipe wrapping, cleaning and bending machine operator, trenching machine operator (over 6 ft. depth capacity, oiler required), Ultra High Pressure WaterJet Cutting Tool System Mechanic

GROUP 9: Heavy duty repairman

GROUP 10: Drilling machine operator, bucket or auger types (Caldwell 200 B bucket or similar types - Watson 3000 or 5000 auger or similar types - Texoma 900 auger or similar types - drilling depth of 105' maximum), dual drum mixer, Heavy Duty Repairman-welder Combination, monorail locomotive operator (diesel, gas or electric), motor patrol - blade operator (single engine), multiple engine tractor operator (Euclid and similar type - except Quad 9 cat.), rubber-tired earth-moving equipment operator (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator (multiple engine, Euclid, Caterpillar and similar over 25 yds. and up to 50 yds.), tower crane repair person, tractor loader operator (crawler and wheel type over 6-1/2 yds.), Welder-Certified, Woods mixer operator (and similar pugmill equipment)

GROUP 11: Dynamic compactor LDC350 (or similar types-two operators required), Heavy Duty Repairman Welder Combination, welder-certified.

GROUP 12: Auto grader operator, automatic slip form operator, drilling machine operator, bucket or auger types (Caldwell, auger 20 CA or similar types - Watson auger 6000 or similar types - drilling depth of 175' maximum), hoe ram or similar with compressor, mass excavator operator, mechanical finishing machine operator, mobile form traveler operator, motor patrol operator (multi-engine), pipe mobile machine operator, rubber-tired earth-moving equipment operator (multiple engine, Euclid,

Caterpillar and similar type, over 50 cu. yds. struck), rubber-tired self-loading scraper operator (paddle-wheel-auger type self-loading - two (2) or more units), Vermeer Rock Trencher (or similar type

GROUP 13: Rubber-tired earth-moving equipment operator operating equipment with push-pull system (single engine, up to and including 25 yds. struck)

GROUP 14: Canal liner operator, canal trimmer operator, remote-control earth-moving equipment operator, wheel excavator operator

GROUP 15: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine - up to and including 25 yds. struck)

GROUP 16: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 17: Rubber-tired earth-moving equipment operator, operating equipment with push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 cu. yds. struck), tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type)

GROUP 18: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, up to and including 25 yds. struck)

GROUP 19: Rotex concrete belt operator (or similar types), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, including compaction units - single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck), rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 yds. struck),

GROUP 20: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - single engine, over 50 yds. struck), rubber-tired earth moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, euclid, caterpillar and similar over 25 yds. and up to 50 yds. struck)

GROUP 21: Rubber-tired earth-moving equipment operator, operating in tandem (scrapers, belly dumps and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

GROUP 22: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 23: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, Caterpillar, Euclid, Athey Wagon and similar types with any and all attachments over 25 yds. and up to and including 50 yds. struck), rubber-tired earth-moving equipment operator, operating with the tandem push-pull system (multiple engine, up to and including 25 yds. struck)

GROUP 24: Rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (single engine, over 50 yds. struck), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck)

GROUP 25: Concrete pump operator - truck mounted (oiler required when boom over 105' or 36 meters), rubber-tired earth-moving equipment operator, operating equipment with the tandem push-pull system (multiple engine, Euclid, Caterpillar and similar type, over 50 cu. yds. struck)

#### CRANES, PILEDRIVING AND HOISTING EQUIPMENT CLASSIFICATIONS:

GROUP 1: Engineer oiler; Fork lift operator (under 5 tons capacity)

GROUP 2: Truck crane oiler

GROUP 3: A-frame or winch truck operator; Ross carrier operator (jobsite)

GROUP 4: Bridge-type unloader and turntable operator; Helicopter hoist operator

GROUP 5: Stinger crane (Austin-Western or similar type); Tugger hoist operator (1 drum)

GROUP 6: Bridge crane operator; Cretor crane operator; Fork lift operator (over 5 tons); Hoist operator (Chicago boom and similar type); Lift mobile operator; Lift slab machine operator (Vagtborg and similar types); Material hoist operator; Shovel, backhoe, dragline, clamshell operator (over 3/4 yd. and up to 5 cu. yds. mrc); Tugger hoist operator

GROUP 7: Pedestal crane operator; Shovel, backhoe, dragline, clamshell operator (over 5 cu. yds. mrc); Tower crane repair; Tugger hoist operator (3 drum)

GROUP 8: Crane operator (up to and including 25 ton capacity); Crawler transporter operator; Derrick barge operator (up to and including 25 ton capacity); Hoist operator, stiff legs, Guyderrick or similar type (up to and including 25 ton capacity); Shovel, backhoe, dragline, clamshell operator (over 7 cu. yds. mrc)

GROUP 9: Crane operator (over 25 tons and up to and including 50 tons mrc); Derrick barge operator (over 25 tons up to and including 50 tons mrc); Highline cableway operator; Hoist operator, stiff legs, Guy derrick or similar type (over 25 tons up to and including 50 tons mrc); K-crane operator; Polar crane operator; Tower crane operator

GROUP 10: Crane operator (over 50 tons and up to and including 100 tons mrc); Derrick barge operator (over 50 tons up to and including 100 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 50 tons up to and including 100 tons mrc)

GROUP 11: Crane operator (over 100 tons and up to and including 200 tons mrc); Derrick barge operator (over 100 tons up to and including 200 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 100 tons up to and including 200 tons mrc); Mobile tower crane operator (over 100 tons up to and including 200 tons mrc)

GROUP 12: Crane operator (over 200 tons up to and including 300 tons mrc); Derrick barge operator (over 200 tons up to and including 300 tons mrc); Hoist operator, stiff legs, Guy derrick or similar type (over 200 tons, up to and including 300 tons mrc); Mobile tower crane operator (over 200 tons, up to and including 300 tons mrc)

GROUP 13: Crane operator (over 300 tons); Derrick barge operator (over 300 tons); Helicopter pilot; Hoist operator, stiff legs, Guy derrick or similar type (over 300 tons); Mobile tower crane operator (over 300 tons)

#### TUNNEL CLASSIFICATIONS

GROUP 1: Skiploader (wheel type up to 3/4 yd. without attachment)

GROUP 2: Power-driven jumbo form setter operator

GROUP 3: Dinkey locomotive or motorman (up to and including 10 tons)

GROUP 4: Bit sharpener; Equipment greaser (grease truck); Slip form pump operator (power-driven hydraulic lifting device for concrete forms); Tugger hoist operator (1 drum); Tunnel locomotive operator (over 10 and up to and including 30 tons); Welder - general

GROUP 5: Backhoe operator (up to and including 3/4 yd.); Small Ford, Case or similar; Drill doctor; Grouting machine operator; Heading shield operator; Heavy-duty repairperson; Loader operator (Athey, Euclid, Sierra and similar types); Mucking machine operator (1/4 yd., rubber-tired, rail or track type); Pneumatic concrete placing machine operator (Hackley-Presswell or similar type); Pneumatic heading shield (tunnel); Pumpcrete gun operator; Tractor compressor drill combination operator; Tugger hoist operator (2 drum); Tunnel locomotive operator (over 30 tons)

GROUP 6: Heavy duty repairman - welder combination

GROUP 7: Tunnel mole boring machine operator

---

ENGI9993D 07/01/2000

Rates                      Fringes

CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,  
MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON  
CITY

POWER EQUIPMENT OPERATORS  
(Except Piledriving and Steel Erection)

AREA 1:

Group 1a	25.33	8.21
Group 2	25.86	8.21
Group 3	26.13	8.21
Group 4	26.87	8.21
Group 5	27.17	8.21
Group 6	27.34	8.21
Group 7	27.59	8.21
Group 8	28.18	8.21
Group 9	28.50	8.21
Group 10	28.85	8.21
Group 10a	29.04	8.21
Group 11	29.28	8.21
Group 11a	30.92	8.21
Group 11b	31.73	8.21

PILEDIVING

AREA 1:

Group 1	37.32	8.21
Group 1a	31.38	8.21
Group 1b	29.46	8.21
Group 2	35.80	8.21
Group 2a	31.17	8.21
Group 2b	29.26	8.21
Group 3	34.35	8.21
Group 3a	30.95	8.21
GROUP 3b	29.03	8.21
Group 4	32.84	8.21
Group 5	31.73	8.21
Group 6	30.62	8.21
Group 7	29.66	8.21
Group 8	27.80	8.21



## STEEL ERECTION

## AREA 1:

Group 1	37.87	8.21
Group 1a	31.70	8.21
Group 1b	29.74	8.21
Group 2	36.36	8.21
Group 2a	31.45	8.21
Group 2b	29.53	8.21
Group 3	35.12	8.21
Group 3a	31.23	8.21
Group 3b	29.31	8.21
Group 3c	34.76	8.21
Group 4	33.39	8.21
Group 5	32.29	8.21

## POWER EQUIPMENT OPERATOR CLASSIFICATIONS

CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON,  
MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY

(EXCLUDING PILEDRIVING AND STEEL ERECTION)

GROUP 1a: Oiler; Partsman (heavy duty repair shop partsroom when needed).

GROUP 2: Compressor; Material Loader and/or Conveyor (handling building materials); Pump Operator

GROUP 3: Bobcat or similar loader (1/4 cu. yd. or less); Concrete Curing Machines (streets, highways, airports, canals); Conveyor belt operator(tunnel); Forklift (under 20 ft.); Engineer Generating plant (500 K.W.); Mixer box operator (concrete plant); Motorman; Rotomist Operator; Screedman (except asphaltic or concrete paving); Oiler (truck crane)

GROUP 4: Concrete mixer, skip type; Dinky; Forklift (20' and over) or Lumber stacker; Ross Carrier; Skip Loader (under 1 cu. yd); Tie Spacer.

GROUP 5: Concrete mixer (over 1 cu. yd); concrete pumps or pumpcrete guns; Elevator and material Hoist (1 drum); Groundman for Asphalt Milling and similar.

GROUP 6: Auger type drilling equipment up to and including 30 ft. depth digging capacity m.r.c.; Boom Truck or Dual Purpose "A" Frame Truck; B.L.H. Lima road pactor or similar; Chip box spreader (flaherty type or similar); Concrete batch plant (wet or dry); Concrete saws (highways, streets, airports, canals); Locomotive (over 30 tons); Lubrication and service engineer (mobile & grease rack); Maginnis international full slab vibrator (airports, highways, canals, warehouses); Mechanical finishers (concrete)(clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical Burn, Curb and/or Curb and Gutter Machine (concrete or asphalt); Pavement breaker, truck mounted, with compressor combination; Pavement breaker or tamper (with or without compressor (combination); Power Jumbo (setting slip-forms, etc. in tunnels); Roller (except asphalt); Self-propelled tape

machine; Self-propelled compactor (single engine); Self-propelled power sweeper; slip form pump (power-driven by hydraulic, electric, air, gas, etc. lifting device for concrete forms); Small Rubber-tired Tractors; Snooper Crane, Paxton-Mitchell or similar; Stationary Pipe Wrapping, Cleaning and Bending Machine Operator

GROUP 7: Auger type drilling equipment over 30 ft. depth digging capacity m.r.c.; Compressor (over 2); Concrete conveyor or concrete pump, truck equipment mounted (boom length to apply); Concrete conveyor, building site; Drilling and boring Machinery, vertical and horizontal (not to apply to waterliners, wagon drills or jackhammers); Crusher Plant Engineer; Generators; Kolman Loader; Material Hoist (2 or more drums); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); (Screedman required); Mine or shaft hoist; Pipe bending machines (pipelines only); Pipe cleaning machines (tractor propelled and supported); Pipe wrapping machines (tractor propelled and supported); Portable crushing and screening plants; Post driller and/or driver; Pumps (over 2); Roller operator (asphalt); Screedman (except asphaltic or concrete paving; Screedman (Barber-Green and similar) (Asphaltic or concrete paving); Self-propelled boom-type lifting device (center amount) (on 10 ton capacity or less); Slusher; Soil tester (certified); Soils and material tester; Surface heater and planer; Trenching machine (maximum digging capacity 3 feet depth); Truck type loader; Welding machines (gasoline or diesel).

GROUP 8: Asphalt plant Engineer; Asphalt milling machine; Cast-in-place pipe laying machine; Combination slusher and motor op.; Concrete batch plant (multiple units); Dozer Operator; Drill doctor; Elevating grader; Gradesetter, Grade checker; Grooving and grinding machine (highway); Heavy duty repairman and/or welder; Ken-seal; Loader (up to and including 2 1/2 cu. yds.); Mechanical trench shield; Mixermobile; Push cats; Road oil mixing machine (wood-mixer and other similar pugmill equipment); Rubber-tired earth-moving equipment (up to and including 35 cu. yds. "struck" M.R.C. Euclid, T-pulls, DW's 10, 20, 21, and similar); Self-propelled compactor with dozer; Hyster 450 or cat 825 or similar; Sheepfoot; Small tractor (with boom); Soil stabilizer (P & H or equal); Timber skidder (rubber-tired and/or similar equipment); Tractor-drawn scraper; Tractor; Tractor-mounted compressor drill combination; Trenching machine (over 3 feet depth); Tri-batch paver; Tunnel badger or tunnel boring machine; Tunnel mole boring machine; Vermeer T-600b rock cutter.

GROUP 9: Chicago boom; Combination backhoe and loader (up to and including 3/8 yard); Combination mixer and compressor (gunite); Lull hi-lift (20 feet or over); Mucking machine; Sub-grader (guries or other types); Tractor (with boom) (D6 or larger); Track-laying-type earthmoving machine (single engine with tandem scrapers).

GROUP 10: Boom-type backfilling machine; Bridge crane; Caryliff or similar; Chemical grouting machine; Derricks (two (2) Group 10 operators required when swing engine remote from hoist); Derrick barges (except excavation work); Euclid loader and similar types; Heavy-Duty rotary drill rigs; Lift-slab (vagtborg and similar

types); Loader (over 2 1/2 cu yds. up to and including 4 cu. yds); Locomotive (over 100 tons) ( single or multiple units); Multiple-Engine earth-moving machines (euclid, dozers, etc.); Pre-stress wire-wrapping machine; Rubber-tyred scraper, self-loading; Single-engine scraper (over 35 cu. yds); Shuttle car (reclaim station); Train loading station; Trenching machine multi-engine with sloping attachment (jefco or similar); Vacuum cooling plant; Whirley crane (up to and including 25 tons).

GROUP 10a: Backhoe (up to and including 1 cu. yd hydraulic); Backhoe (up to and including 1 cu. yd. cable); CMI dual lane auto-grader SP30 or similar; Cranes (not over twenty five (25) tons (hammerhead and gantry); Finish Blade; Gradalls (up to and including 1 cu. yd); Motor patrol; Power shovels, Clamshells, Draglines, Cranes (up to and including 1 cu. yd.); Rubber-tyred scraper, self-loading (twin-engine); Self-propelled boom-type lifting device (center mount) (over 10 tons up to and including 25 tons).

GROUP 11: Automatic asphalt or concrete slip-form paver; Automatic railroad car dumper; Canal trimmer; Cary lift, campbell or similar; Cranes (over 25 tons); Euclid loader when controled from the pullcat; Highline cableway operator; Loader (over 4 cu yds. up to and including 12 cu. yds.); Multi-Engine earthmoving equipment (up to and including 75 cu. yds. "struck M.R.C); Multiple Engine Scrapers (when used to push pull); Power shovels, Clam-shells, Draglines, Backhoes, Gradealls (over 1 cu. yd. and up to and including 7 cu. yds. M.R.C.); Self-propelled Boom type lifting device (over 25 tons M.R.C.); Self-propelled Compactor (with multiplepropulsion power units); Single-engine rubber-tyred earthmoving machine (with tandem scraper); Slip-form paver (concrete or asphalt) (one (1) Operator and two (2) screedman); Tandem cats and scrapers; Tower crane mobile (including rail-mounted); Truck-mounted hydraulic crane when remote-control equipped (over 10 tons up to and including 25 tons); Universal Liebherr and tower cranes (and similar types) (in the erection, dismantling and moving of equipment there shall be an additional operating engineer at group 8 rates); Wheel excavator (up to and including 750 cu. yds. per hour); Whirley cranes (over 25 tons).

GROUP 11a: Band wagons (in conjunction with wheel excavators); Operator of helicopter (when used in construction work); Loaders (over 12 cu. yds.); Multi-engine earthmoving equipment (over 75 cu. yds. "struck" M.R.C.); Power shovels, Clamshells, Draglines, Backhoes and Gradalls (over 7 cu. yds. M.R.C.); Remote-controlled Earthmoving equipment; Wheel excavator (over 750 cu. yds. per hour) (two (2) Group 11A operators required).

GROUP 11b: Holland loader or similar or loader (over 18 cu. yds)

#### PILEDIVING CLASSIFICATIONS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshells over 7 cu. yds.; Self propelled boom type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons;

GROUP 1a: Truck crane oiler.

GROUP 1b: Oiler

GROUP 2: Derrick barge pedestal mounted 45 tons up to and including 100 tons; Clamshells up to and including 7 cu. yds; Self propelled boom type lifting device over 45 tons; Truck crane or crawler, land or barge mounted over 45 tons up to and including 100 tons.

GROUP 2a: Truck crane oiler.

GROUP 2b: Oiler

GROUP 3: Derrick barge pedestal mounted under 45 tons; self propelled boom type lifting device 45 tons and under; Skid/Scow Piledriver, any tonnage; (any assistance required shall be by an employee covered by this agreement); Truck crane or crawler, land or barge mounted 45 tons and under.

GROUP 3a: Truck Crane oiler

GROUP 3b: Oiler

GROUP 4: Forklift, 10 tons and over

GROUP 5: No current classification.

GROUP 6: Deck engineer

GROUP 7: No current classification

GROUP 8: Deckhand, Fireman

#### STEEL ERECTORS AND FABRICATORS

GROUP 1: Cranes, over 100 tons; Derrick over 100 tons, Self-propelled boom type lifting devices over 100 tons.

GROUP 1a: Truck crane oiler.

GROUP 1b: Oiler

GROUP 2: Cranes, over 45 tons up to and including 100 tons; Derrick 100 tons and under, Self-propelled boom type lifting device, over 45 tons; Tower Crane.

GROUP 2a: Truck crane oiler.

GROUP 2b: Oiler

GROUP 3: Cranes, 45 tons and under; Self propelled boom type lifting device, 45 tons and under

GROUP 3a: Truck crane oiler

GROUP 3b: Hydraulic

GROUP 3c: Oiler

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy Duty Repairman/Welder.

GROUP 5: Boom cat

## AREA DEFININITIONS AND PAY RATES

## AREA 1:

ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY COURTHOUSE OR THE WASHOE COUNTY COURTHOUSE SHALL BE CONSIDERED FREE AREA.

## AREA 2:

ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$1.50 PER HOUR ABOVE THE BASE RATE.

## AREA 3:

ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE COUNTY COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$2.00 PER HOUR ABOVE THE BASE RATE.

## AREA 4:

ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE COURTHOUSE SHALL BE COMPUTED AT AN ADDITIONAL \$3.00 PER HOUR ABOVE THE BASE RATE.

-----  
 ENGI9993K 07/01/1997

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE AND CARSON CITY		

## HYDRAULIC SUCTION &amp; CLAMSHELL &amp; DIPPER DREDGE

## GROUP 1:

Area 1	31.04	11.89
Area 2	33.04	11.89

## GROUP 2:

Area 1	26.08	11.89
Area 2	28.08	11.89

## GROUP 3:

Area 1	24.96	11.89
Area 2	26.96	11.89

## DREDGING CLASSIFICATIONS

## GROUP 1:

Day Mate (Captain); Leverman/Operator

## GROUP 2:

Booster Pump Operator, Deck Engineer, Deck Mate, Dredge Dozer; Dredge Tender; Heavy Duty Repairman; Watch Engineer; Winchman

## GROUP 3:

Bargeman; Deckhand; Fireman; Leveehand; Oiler

## AREA DEFININITIONS

## AREA 1:

ALL AREA FALLING WITHIN 50 ROAD MILES OF EITHER THE CARSON CITY

COURTHOUSE OR THE WASHOE COUNTY COURTHOUSE SHALL BE CONSIDERED  
FREE AREA.

AREA 2:

ALL WORK FALLING BETWEEN 50 AND 150 ROAD MILES OF THE WASHOE  
COUNTY COURTHOUSE.

AREA 3:

ALL WORK FALLING BETWEEN 150 AND 300 ROAD MILES OF THE WASHOE  
COUNTY COURTHOUSE.

AREA 4:

ANY WORK PERFORMED IN EXCESS OF 300 ROAD MILES OF THE WASHOE  
COURTHOUSE.

---

IRON0027J 07/01/2001		
	Rates	Fringes
ELKO, EUREKA, AND WHITE PINE COUNTIES		
IRON WORKERS:		
Fence Erectors: Machinery Movers		
Ornamental: Reinforcing. Rigger		
Structural	25.19	14.575

---

IRON0155B 07/01/2002		
	Rates	Fringes
CHURCHILL, CLARK, DOUGLAS, ESMERALDA, HUMBOLDT, LANDER, LINCOLN, LYON, MINERAL, NYE, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTIES		
IRONWORKERS:		
STRUCTURAL, ORNAMENTAL AND REINFORCING		
	26.86	15.85
FENCE ERECTORS (Excluding Clark County)	25.97	15.85

---

LABO0169F 10/01/2002		
	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY		
Group 1	19.45	5.42
Group 1-A	16.58	5.42
Group 2	19.55	5.42
Group 3	19.70	5.42
Group 4	19.95	5.42
Group 5	20.25	5.42
Group 6	20.25	5.42
Group 7	19.95	5.42
Group 8	19.60	5.42
Group 9	14.29	5.42

From the Washoe County Courthouse  
50 Miles to 150 Miles - add \$1.50 per hour to wage rates  
150 Miles to 300 Miles - \$2.00 per hour to wage rates  
Over 300 Miles - add \$3.00 per hour to wage rates

#### CLASSIFICATIONS

GROUP 1: All cleanup work of debris, grounds and building including windows and tile; dump or spotter (other than asphalt); general laborers; limber, brushloader and piler

GROUP 1-A: Flagmen

GROUP 2: Choker setter or rigger (clearing work only); Pittsburgh chipper and similar type brush shredders; concrete worker (wet or dry) all concrete work not listed in Group 3; crusher or grizzle tender; Guinea chaser (stake); panel forms (wood or metal) handling, cleaning and stripping of; loading and unloading of all rods and materials for reinforcing concrete; railroad track (builders); sloper; semi-skilled wrecker (salvaging of building materials other than those listed in Group 3).

GROUP 3: Asphalt workers (ironers, shoveler, cutting machine); buggymobile; chainsaw, faller, logloader and buckler; compactor (all types); concrete mixer, under 1/2 yd.; concrete pan work (breadpan type) (handling, cleaning, stripping); concrete saw, chipping, grinding, sanding, vibrator; cribbing, shoring, lagging, trench jacking, hand-guided lagging hammer; curbing or divider machine; curb setter (precast or cut); Ditching machine (hand-guided); driller's tender, chuck tender; form raiser, slip forms; grouting of concrete walls, windows and door jams; headerboard; jackhammer, pavement breaker, air spade; mastic worker (wet or dry); pipe wrapper, kettle, pot, and workers applying asphalt, Creosote and similar type materials; all power tools (air, gas or electric); post driver; riprap stonepaver and rock slinger, including placing of sack concrete, wet or dry; roto tiller; rigging and signaling in connection with laborers work, sandblaster, pot men; vibrascreed; skilled wrecker (removing and salvaging of sash windows, doors, plumbing and electrical; fixtures)

GROUP 4: Burning and welding in connection with laborers' work; joy drill model TWM-2A, gardener denver model DN 143 and similar type drills; track drillers, diamond core drillers, wagon drillers, mechanical drillers on multiple units; high scalers; concrete pump; heavy duty vibrator with stinger 5" diameter or over; pipelayer, caulker and bander; pipelayer - waterline, sewerline, gasline, conduit; asphalt rakers

GROUP 5: Blaster and powder, all work of loading, placing and blasting of all powder and explosive of any type, regardless of method used used for such loading and placing; asbestos removal; lead abatement, hazardous waste and material removal.

GROUP 6: Nozzlemen, Rodman

GROUP 7: Gunmen, Materialmen

GROUP 8: Reboundmen

GROUP 9: Landscaper

LABO0872D 07/01/2002

CLARK, ESMEALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half,  
including Highway #6)

LABORERS:

	Rates	Fringes
Group 1	19.76	12.95
Group 2	19.97	12.95
Group 3	20.07	12.95
Group 4	20.16	12.95
Group 5	20.26	12.95
Group 6	20.07	12.95
Group 7	17.26	12.95

30 - 50 Miles From City Hall, Las Vegas \$1.50 above the base rate.

50 - 70 Miles From City Hall, Las Vegas \$2.50 above the base rate.

Over 70 Miles From City Hall, Las Vegas \$3.00 above the base rate.

Laughlin Area \$2.25 above the base rate.

LABORER CLASSIFICATIONS

Group 1: Dry Packing of concrete and filling of form-bolt holes; fine grader, highway and street paving, airport runaways and similar type heavy construction; gas and oil pipeline laborer; guinea chaser; laborer, general; construction or demolition laborer; packing rod steel and pans; laborers; temporary water lines (portable type); landscape gardener and nursery worker (must have knowledge of plant materials and how to plant them lay out plant arrangements to-follow the landscape plan); tarman and mortarman; kettleman; potman and worker applying asphalt lay-kold creosote, lime and similar type materials ("applying" means applying, dipping, brushing or handling of such materials for pipe wrapping and waterproofing); underground laborer, including caisson bellows; window cleaner; scaffold erector - (excludes tenders); fence erector - chain link; mortarless, barrier wall and/or retaining walls; mechanical stabilized earth wall; landscape decorative rock installer - ponds, water fall etc.; material handler - (incidental to trade).

Group 2: Asphalt raker, ironer, spreader, Luteman, buggymobile man; cement dumper (on 1 yard or larger mixers and handling bulk cement); cesspool digger and installer; chucktender (except tunnels); concrete core cutter; concrete curer, impervious membrane and oiler of all materials; concrete saw, excluding tractor type, cutting, scoring old or new concrete; gas and oil pipeline wrapper, pot tender and form; making and caulking of all non metallic pipe joints; operators and tenders of pneumatic and electric tools, vibrating machines, hand-propelled trenching



machines, impact wrench, multiplate and similar mechanical tools not separately classified herein; operator of cement grinding machine; riprap stonepaver; roto-scraper; sandblaster (pot tender); scaler; septic tank digger and installer; tank scaler and cleaner; tree climber, faller, chain saw operator, pittsburgh chipper and similar type brush shredders

Group 3: Cutting torch operator; gas and oil pipeline wrapper; gas and oil pipeline laborer, certified; jackhammer and/or pavement breaker, laying of all non-metallic pipe, including landscape sprinklers, sewerpipe, drain pipe, and underground tile; mudcutter; concrete vibrator, all sizes; rock slinger; scaler (using Bos'n chair or safety belt or power tools); forklift (incidental to trade) a journeyman shall hold OSHA certification at time of referral.

Group 4: Cribber or shorer, lagging, sheeting, trenching bracing hand guided lagging hammer; head rock slinger; powder - blaster, all work of loading holes, placing and blasting of all powder and explosives of whatever type, regardless of method used for such loading and placing; sandblaster (nozzle operator); steel headerboard

Group 5: Driller (core, diamond or wagon); joy driller model TW-M-2a, Gardener-Denver Model DH 143 and similar type drills (in accordance with memorandum of understanding between laborers and operating engineers dated Miami, Florida, February 3, 1954); Gas and oil pipeline fusion; gas and oil pipeline wrappers, 6" pipe and over-

Group 6: Environmental specialist (asbestos abatement, lead abatement, Hazardous waste abatement, petro-chemical abatement, radiation remediation.

Group 7: Flag and Signal Person

-----

LABO0872I 07/01/2002

	Rates	Fringes
CLARK, ESERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South half, including Highway #6)		

LABORERS:

MINER AND BULLGANG

Group 1	21.50	12.95
Group 2	21.00	12.95
Group 3	20.75	12.95
Group 4	21.36	12.95
Group 5	21.00	12.95

30 - 50 Miles From City Hall, Las Vegas \$1.50 above the base rate.

50 - 70 Miles From City Hall, Las Vegas \$2.50 above the base rate.

Over 70 Miles From City Hall, Las Vegas \$3.00 above the base rate.

Laughlin Area \$2.25 above the base rate.

#### CLASSIFICATIONS

Group 1: Shaft, Raise, Stope Miner

Group 2: Miner - Tunnel (Hardrock)

Group 3: BullGang, Mucker, Trackman

Group 4: Miner - Welder

Group 5: Pipe Jacking, Micro-Tunneling, Tunnel Boring Machine

---

PAIN0159F 07/01/2002	Rates	Fringes
CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES		

#### PAINTERS:

Brush, Roller, Paperhangers,  
Spray, Sandblasters, Pot  
Tender, Nozzleman, Tapers,  
Marbleizing, Metal Leafing

Sign Painters, Acid Staining, Graining and Buffing	27.52	6.26
Structural Steel Paint and Sandblasting, Buffing Steel	27.92	6.26
Special Coating	27.52	6.26
Steeplejack	29.32	6.26

---

PAIN0567E 10/01/2001	Rates	Fringes
CARSON CITY, CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE AND WHITE PINE COUNTIES		

#### PAINTERS:

Brush and Roller	20.53	5.06
Spray; Paperhangers; and Sandblaster; Special Coatings Application - Brush	21.03	5.06
Structural Steel (not to in- clude stairways, tube steel, Q-decks & trust joints worked off powered lift in enclosed building); Steeplejack Brush/ Spray over 40 feet with open space below; Special Coatings Application - Spray	21.53	5.06

## Special Coatings Application -

Spray Steel	21.78	5.06
Drywall Taper	22.08	5.06
Steeplejack - Taper, over 40 ft. with open space	23.58	5.06

---

PLAS0241G 10/01/2001

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, ESMERALDA, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, AND WHITE PINE COUNTIES		

## CEMENT MASONS

Cement Masons	17.52	6.23
---------------	-------	------

Mastic. magesite and all composition masons	17.77	6.23
--	-------	------

---

PLAS0797G 07/01/2002

	Rates	Fringes
CLARK, ESMERALDA, LINCOLN AND NYE COUNTIES		

## CEMENT MASONS:

0 to 30 Miles from City Hall in Las Vegas	26.83	7.35
--	-------	------

30 to 50 Miles from City Hall in Las Vegas	28.33	7.35
---	-------	------

50 to 70 Miles from City Hall in Las Vegas	29.33	7.35
---	-------	------

Over 70 Miles from City Hall in Las Vegas	30.33	7.35
--	-------	------

---

PLUM0350G 08/01/2001

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, WHITE PINE, CARSON CITY COUNTIES, and NYE COUNTY (North of Hwy. #6 including the City of Tonopah)		

PLUMBERS & PIPEFITTERS	28.15	6.25
------------------------	-------	------

---

PLUM0525G 06/01/2002

	Rates	Fringes
CLARK, ESMERALDA AND LINCOLN, COUNTIES; NYE COUNTY (South of Hwy. #6 including the City of Tonopah)		

PLUMBERS & PIPEFITTERS	30.51	11.56
------------------------	-------	-------

---

ROOF0162D 06/01/2002

	Rates	Fringes
ROOFERS	19.52	4.68

-----

SHEE0026C 10/01/2002

	Rates	Fringes
CHURCHILL, DOUGLAS, ELKO, EUREKA, HUMBOLDT, LANDER, LYON, MINERAL, PERSHING, STOREY, WASHOE, CARSON CITY AND NYE COUNTY (North of the First Standard Parallel Line north of the 38th Parallel)		

SHEET METAL WORKERS	25.93	9.92
---------------------	-------	------

-----

SHEE0088H 07/01/2002

	Rates	Fringes
CLARK, ESMERALDA, AND LINCOLN COUNTIES; NYE COUNTY (South of the First Standard Parallel Line north of the 38th Parallel); WHITE PINE COUNTY		

SHEET METAL WORKERS	32.57	9.68
---------------------	-------	------

-----

TEAM0533A 07/01/2002

	Rates	Fringes
REMAINING COUNTIES, NYE COUNTY (North of and including Highway #6) and White Pine County (North and West of Highway #6) TRUCK DRIVERS		

All dump trucks (Single or  
multiple dump units including  
Semi's and Double and Transfer  
units:

Under 4 yards (water level)	20.32	7.90
4 yards and under 8 yards (water level)	20.54	7.90
yards & under 18 yards (water level)	20.75	7.90
3 yards & under 25 yards (water level)	20.57	7.90
25 yards & under 60 yards (water level)	21.34	7.90
60 yards & under 75 yards (water level)	22.78	7.90
75 yards & under 100 yards (water level)	23.52	7.90
100 yards & over (water level)	24.20	7.90
150 yards & under 250 yards	26.20	7.90
250 yards & under 350 yards	29.20	7.90

Over 350 yards	30.70	7.90
----------------	-------	------

(Men regularly employed underground on tunnel work shall be paid forty-five (\$.60) cents per hour for such work, provided that such employment underground on tunnel work continues for one (1) or more hours)

Bulk cement spreader (with or without Auger) Use dump truck scales.

Bootman (a bootman when employed on such equipment shall receive the rate specified for the classification of road oil trucks or bootman).

Transit Mix, Manufactures Rating:

Under 8 yards	20.75	7.90
8 yards & including 12 yards	20.86	7.90
Over 12 yards	21.08	7.90

Transit Mix with boom shall receive \$.16 cents per hour above the appropriate yardage classification rate of pay when such boom is used.

Water Trucks:

Up to 2,500 gallons	20.54	7.90
2,500 gallons & over	20.75	7.90

Jetting truck (use appropriate water truck rate.

DW20's and 21's and other similar cat type, Terra cobra, Le Tourneau pulls, Tournerocker, Euclid and similar type equipment when pulling Aqua/pak, Water tank trailers and fuel and/or Grease Tank trailer or other miscellaneous trailers (except as definded under dump trucks.	21.03	7.90
---	-------	------

Heavy Duty Transport (High bed)	20.92	7.90
---------------------------------	-------	------

Heavy Duty Transport (Gooseneck Low Bed)	20.92	7.90
--	-------	------

Tiltbed or Flatbed Pull Trailers	20.92	7.90
----------------------------------	-------	------

Bootman, combination bootman and road oiler	20.81	7.90
Flat Rack (2 or 3 axle unit)	18.64	7.90
Bus and Manhaul drivers:		
Up to 18,000 lbs. (single unit)	20.37	7.90
18,000 lbs & over (single unit)	20.48	7.90
Helicopter Pilot (when transporting men or materials)	34.94	7.90
Industrial Lift truck (use appropriate flat rack rate (mechanical tailgate)		
Lift Jitneys & Fork Lift	20.59	7.90
Winch Truck & "A" Frame Drivers:		
Under 18,000 lbs.	20.48	7.90
18,000 lbs. & over	20.59	7.90
Warehouse Spotters	20.43	7.90
Teamsters Warehouse Clerk	20.54	7.90
Tire Repairman	20.75	7.90
Truck Repairman	21.08	7.90
Pick-up Truck & Pilot Cars (Job Site)	18.44	7.90
Pick-up Truck & Pilot Car (over the road)	20.43	7.90
Truck Oil and Greaser	20.48	7.90
Fuel Truck Driver	20.48	7.90
Fuel Man & Fuel Island Man	20.48	7.90
Oil Tanker	20.92	7.90
Oil Tanker With Pup	21.34	7.90

When on grease and fuel truck, an Engineer Oil and Teamster Oil, work interchangeable servicing trucks and other equipment, The wage rate shall be identical.

AREA 1: All that area falling within fifty (50) road miles of either the Carson City or Washoe County Courthouse shall be considerer a free area.

AREA 2: All work falling between fifty (50) and (150) road miles of the Washoe County Courthouse shall be computed at and additional \$1.50 per hour.

AREA 3: All work falling between one hundred and fifty (150) and three hundred (300) road miles of the Washoe County Courthouse shall be computed at additional \$2.00 per hour.

AREA 4: Any work performed in excess of three hundred (300) road miles of the Washoe County Courthouse shall be computed at \$3.00 per hour.

-----  
TEAM0631A 07/01/2002

	Rates	Fringes
CLARK, ESMERALDA, LINCOLN COUNTIES AND NYE COUNTY (South of and excluding Highway #6) and White Pine County (South and East of Highway #6)		

TRUCK DRIVERS:

GROUP 1:	25.05	4.48
GROUP 2:	25.16	4.48
GROUP 3:	25.37	4.48
GROUP 4:	25.55	4.48
GROUP 5:	25.70	4.48
GROUP 6:	26.05	4.48

30 - 50 Miles from City Hall, Las Vegas \$1.00 above the base rate.

50 - 70 Miles from City Hall, Las Vegas \$2.00 above the base rate.

70 - 80 Miles from City Hall, Las Vegas \$3.00 above the base rate.

Over 80 Miles from City Hall, Las Vegas \$3.50 above the base rate.

Laughlin and Mesquite Areas, \$3.00 above the base rate.

Group 1: Dump trucks (less than 12 yards water level); trucks (legal payload capacity less than 15 tons); water and fuel trucks (under 2500 gallons); pickups; service; drivers of busses (on jobsite used for transportation of up to 25 passengers); teamster equipment (highest rate for dual craft operation); working flat rack driver.

Group 2: Dump trucks (12 yards but less than 16 yards water level); trucks (legal payload capacity between 15 and 20 tons); transit mix trucks (under 3 yds.; dumpcrete trucks (less than 6-1/2 yds. water level); gas and oil pipeline working truck drivers; including winch truck and all sizes of trucks; water and fuel truck drivers (2,500 gallon to 4,000 gallon); truck greaser; drivers of busses (on jobsite used for transportation of more than twenty-five (25) passengers); warehouse clerk.

Group 3: Dump trucks (16 yds. up to and including 22 yds. water level); driver of trucks (legal payload cap. 20 tons but less than 30 tons); dumpster trucks; drivers of transit-mix trucks

(3 yds. but less than 6 yds.); dumpcrete trucks (6-1/2 yds. water level and over); fork lift driver; ross carrier driver; highway water and fuel drivers (4,000 gallons but less than 6,000 gallons); stock room clerk; tireman.

Group 4: Transit-mix trucks (6 yds. or more); dump trucks (over 22 yds. water level); trucks (legal payload capacity 30 tons and over); fuel and water trucks (6,000 gallons and over).

Group 5: Drivers of trucks and trailers in combination (seven axles or more).

Group 6: All offroad equipment; truck repairmen and drivers

of road oil spreader trucks; D.W. 10 and D.W. 20 euclid-type equipment, letourneau pulls, terra cobras and similar types of equipment; also PB and similar-type trucks when performing work within Teamsters' jurisdiction, regardless of types of attachment including power unit pulling off highway belly dumps in tandem.

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

-----  
In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.



With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.  
END OF GENERAL DECISION

## **FIRE PRECAUTIONS**

This plan outlines the channels of responsibility for fire prevention and suppression activities and sets up an attack procedure in the event of fire within the Project Area. The Project Area is defined as that area which is in and adjacent to the project rights-of-way and work areas and all roads used in connection with the work.

### **I. Responsibilities**

#### **A. Contractor-Fire Suppression**

1. It is understood and agreed that the Contractor will do all in his/her power to prevent and suppress fires on or adjacent to the Project Area, as stipulated in the contract.
2. Responsible for and will direct all fire activities on the project until relieved by a Forest Officer and will insure that prevention and suppression actions are in accordance with contract requirements, including this fire plan. Contractor shall delegate the next highest in authority on the job to be responsible for the above activities when he/she is not on the project.
3. In line with this agreement, individuals will be supplied from the Contractor's crews to fight fires on the project area up to the total number of individuals employed by the Contractor as they are needed by the Fire Boss. The Forest Service will make every effort to avoid calling on the Contractor for action on fires outside the contract project area except in emergencies and will call out all needed available help to control fires in the general area.
4. The Contractor insures that this Fire Plan will be complied to for the duration of the contract.

#### **B. Forest Service District Ranger**

1. Responsible for all fire activities on the Ranger District on which the contract project is located. District Ranger's representative will discuss the fire plan with the Contractor including needed equipment and action to be taken when a fire occurs. Will notify the Contractor through the Contracting Officer's Representative (COR) to take correction measures when fire requirements are in compliance.

### **II. Contractor's Responsibility When Fire Occurs Within the Contract Project Area**

- A. Immediately send the entire contract crew with tools and equipment to the fire and take initial-attack suppression action.
- B. Immediately notify the nearest Forest Service Fire Control Officer or other Forest Service employee of fire location and action taken.
- C. Designate a person to act as dispatcher who will handle messages and initiate action upon request until relieved.

### **III. Contractor Furnished Manpower, Tools, and Equipment Required on all Contracts During Fire Season**

- A. The Contractor shall furnish to the COR a list of manpower and equipment used on the contract on forms furnished by the Forest Service. Changes in Contractor's personnel shall be reflected in amendment to the list.

## Fire Prevention

Smoking: Prohibited in the woods during the fire season, May 10 - October 20, except in areas agreed upon by the Contractor and COR. No smoking is permitted while walking or working in the woods.

Refueling Chainsaw/Soil Auger: Refueling will be confined to a six-foot diameter cleared to mineral earth. Chainsaws/soil auger spark arresters shall be U.S. Forest Service approved, and will be cleaned daily. A size "O" or larger round-pointed shovel with a minimum of a 38-1/2-inch handle and a fire extinguisher shall be within 10 feet of actual point of chainsaw/soil auger operation.

Burning, Blasting, or Welding: Permit will be required and will contain special stipulations pertinent to the particular job.

Spark Arresters: All internal combustion power equipment used by the Contractor on the project shall be equipped with an approved spark arrester as set forth in the publication of the USDA Forest Service, entitled "Standard 5100-1a for Spark Arresters for Internal Combustion Engines" as amended under date of July 1970, and be listed in the most recent "Spark Arrester Guide" as having been approved as meeting above standard. They shall be cleaned regularly and maintained in satisfactory working condition. The following are exempt from the requirements of the rule: (a) turbo-charged internal combustion engines in which 100 percent of the exhaust gasses pass through a turbo-charger; (b) engines of passenger carrying vehicles and light trucks equipped with a muffler with baffles that are kept in good repair (glass packs are not an approved muffler for wildland work); (c) water pumping equipment used in firefighting.

Spark arrester shall comply with all State and Federal fire requirements.

Lunch and Warming Fires: Cooking and warming fires will not normally be permitted and then only by written permit by the COR which contains stipulations regulating use of such fires.

Hand Tools: The Contractor shall furnish one size "O" shovel (38 1/2 inch handle minimum) or larger, one axe or pulaski with 26 inch handle or larger, one 5 BC or larger rated pressurized fire extinguisher for each truck, each personal vehicle, each tractor, and each grader. For each welder he shall furnish one size "O" shovel and one backpack pump. For each gasoline power tools (power saw, soil auger, etc.), one shovel (38 1/2 inch handle minimum) and one 8 ounce or larger BC rated chemical-pressurized fire extinguisher.

Contractor shall also furnish any other equipment called for elsewhere in the contract. The shovel and fire extinguisher will be located within 10 feet of the operating chainsaw/power auger.

Storage and Parking Areas: Equipment service area, parking area, and gas and oil drum storage areas will be cleared of all flammable material for a radius of at least fifty feet. These areas must be approved in writing by the COR in advance of use. Small stationary engine sites shall be cleared of flammable material for a radius of at least five feet from such engine.

Fire Tool Box: A red fire toolbox will be required to be on each work site while work is being performed. This fire toolbox will contain sufficient tools to equip all persons engaged in Contractor's operation. Fire tools shall be used only for suppressing wildfires. Tools shall be stored in fireboxes provided by the Contractor and readily available to employees. Each toolbox shall be marked "Tools for Fire Only". The COR will inspect the fire toolbox and then seal the box.

**PART IV--REPRESENTATIONS AND INSTRUCTIONS****SECTION K--REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****K.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.arnet.gov/far/farqueryframe.html](http://www.arnet.gov/far/farqueryframe.html)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

- 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
- 52.222-38 Compliance with Veterans' Employment Reporting Requirements (DEC 2001)

***NOTE:*** Offerors should address questions concerning VETS-100 reporting and reporting requirements to the Office of Veterans Employment and Training Services offices at the following address:

*U. S. Department of Labor  
VETS-100 Reporting  
6101 Stevenson Avenue  
Alexandria, VA 22304-3540  
Telephone: (703) 461-2460  
E-mail: [VETS100@dyncorp.com](mailto:VETS100@dyncorp.com)  
Website: [www.vets100.cudenver.edu](http://www.vets100.cudenver.edu)*

**K.2 FAR 52.203-2 Certificate of Independent Price Determination (APR 1985)**

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.4 FAR 52.204-3 Taxpayer Identification (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, , 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN:\_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

[ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U. S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

[ ] Offeror is an agency or instrumentality of a foreign government:

[ ] Offeror is an agency or instrumentality of a Federal, state or local government;

(e) *Type of organization.*

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(f) *Common Parent.*

\_\_\_ Offeror is not owned or controlled by a common parent as

defined in paragraph (a) of this provision.

\_\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

#### **K.5 FAR 52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)**

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it [ ] is a women-owned business concern.

#### **K.6 FAR 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (Dec 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities

within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.7 FAR 52.219-1 Small Business Program Representations (APR 2002)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 237110.

(2) The small business size standard is \$ 28.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.



(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]*

The offeror represents, as part of its offer, that –

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_]*. Each HUBZone small business concern participating in the joint venture shall submit a response signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.* (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

#### **K.8 FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)**

(a) Definition. "HUBZone small business concern," as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

- (2) The factor of 10 percent shall be applied on a line item Basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

☐ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

- (4) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or
- (5) Construction by special trade contractors, at least 25 Percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or Service contracts.

#### **K.9 FAR 52.219-19 Small Business Concern Representation for the Small Business Competitiveness Demonstration Program (OCT 2000)**

(a) *Definition.*

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than 50 percent of the numerical size standard applicable to the North American Industry Classification code assigned to a contracting opportunity.

(b) *[Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.]* The Offeror represents and certifies as part of its offer that it ☐ is, ☐ is not an emerging small business.

(c) *[Complete only if the Offeror is a small business or an emerging small business, indicating its size range.]*

Offeror's number of employees for the past 12 months *[check this column if size standard stated in solicitation is expressed in terms of number of employees]* or Offeror's average annual gross revenue for the last three fiscal years *[check this column if size standard stated in solicitation is expressed in terms of annual receipts]*. *[Check one of the following.]*

No. of Employees	Avg. Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

#### **K.10 FAR 52.219-22 Small Disadvantaged Business Status (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-NET); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraphs (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

#### **K.11 FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.12 FAR 52.223-13 Certification of Toxic Chemical Release Reporting (JUN 2003)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 or PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [*Check each block that is applicable.*]

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 and 33; or

☐ (v) The facility is not located in the United States or its outlying areas.

## **SECTION L--INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

[www.arnet.gov/far/farqueryframe.html](http://www.arnet.gov/far/farqueryframe.html)

[www.usda.gov/procurement/policy/agar.html](http://www.usda.gov/procurement/policy/agar.html)

#### **FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

52.204-6 Data Universal Numbering System (Duns) (JUN 1999)

52.236-28 Preparation of Proposals – Construction (OCT 1997)

#### **AGRICULTURE ACQUISITION REGULATIONS (48 CFR CHAPTER 4) CLAUSES**

452.204-70 Inquiries (FEB 1988)

### **L.2 AGAR 452.215-71 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND BUSINESS PROPOSALS (NOV 1996)**

(a) General Instructions. Proposals submitted in response to this solicitation shall be furnished in the following format with the numbers of copies as specified below.

(1) The proposal must include a technical proposal and business proposal. Each of the parts shall be separate and complete so that evaluation of one may be accomplished independently from evaluation of the other. The technical proposal must not contain reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the contractor's understanding of the statement of work may be evaluated.

(2) Offerors may, at their discretion, submit alternate proposals or proposals which deviate from the requirement; provided, that an offeror also submit a proposal for performance of the work as specified in the statement of work. Any "alternate" proposal may be considered if overall performance would be improved or not compromised, and if it is in the best interest of the Government. Alternate proposals, or deviations from any requirement of this RFP, must be clearly identified.

(3) The Government will evaluate proposals in accordance with the evaluation criteria set forth in Section M of this RFP.

(4) Offerors shall submit their proposal(s) in the following format and the quantities specified:

(a) 2 copies of the completed, signed offer (Sections A through K of the solicitation package)

(b) 2 copies of the technical proposal

(c) 2 copies of the business/cost proposal

(b) Technical Proposal Instructions. The technical proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Government. Therefore, the technical proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed, description of the techniques, procedures and program for achieving the objectives of the specifications/statement of work. Proposals which merely paraphrase the requirements of the Government's specifications/statement of work, or use such phrases as "will comply" or "standard techniques will be employed" will be considered unacceptable and will not be considered further. As a minimum, the proposal must clearly provide the following:

1. Provide specific examples of demonstrating this experience.
2. Provide specific examples of projects done and your approach for performing this work on this project.
3. Safety plan shall be in detail outlining steps that will be taken.
4. Include name, resume outlining qualifications and past work experience.
5. Include name, resume outlining qualifications and past work experience.

(c) Business Proposal Instructions.

(1) Cost Proposal.

In addition to any other requirements for cost/pricing information required in clause FAR 52.215-41, Requirements for Cost or Pricing Data or Other Than Cost of Pricing Data (OCT 1995), the following is required: **NONE**

(2) Business Proposal.

(a) Furnish financial statements for the last two years, including an interim statement for the current year, unless previously provided to the office issuing the RFP, in which case a statement as to when and where this information was provided may be furnished instead.

(b) Specify the financial capacity, working capital and other resources available to perform the contract without assistance from any outside source.

(c) Provide the name, location, and intercompany pricing policy for other divisions, subsidiaries, parent company, or affiliated companies that will perform work or furnish materials under this contract.



**L.3 FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a firm-fixed price contract resulting from this solicitation.

**L.4 FAR 52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered are, are as follows:

Goals for minority participation for each trade

Goals for female participation for each trade

13.9

6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative actions obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U. S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

(1) Name, address, and telephone number of the subcontractor;

(2) Employer's identification number of the subcontractor;

(3) Estimated dollar amount of the subcontract;

(4) Estimated starting and completion dates of the subcontract; and

(5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **CLARK COUNTY, NEVADA.**

**L.5 FAR 52.225-10 Notice of Buy American Act Requirement – Construction Materials (MAY 2000)**

(a) *Definitions.* "Construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-- Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding;  
or
- (ii) May be accepted if revised during negotiations.

#### **L.6 FAR 52.233-2 Service of Protest (AUG 1996)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Dennis L. Dillard, Contracting Officer.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

#### **L.7 AGAR 452.237-71 Pre-Bid/ Pre-Proposal Conference (FEB (1988))**

(a) The Government is planning a pre-bid/pre-proposal conference, during which potential offerors may obtain a better understanding of the work required.

(b) Offerors are encouraged to submit all questions in writing at least five (5) days prior to the conference. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing. Subsequent to the conference, an amendment to the solicitation containing an abstract of the questions and answers, and a list of attendees, will be disseminated.

(c) In order to facilitate conference preparations, it is requested that the person named on the Standard Form 1442 of this solicitation be contacted and advised of the number of persons who will attend.

(d) The Government assumes no responsibility for any expense incurred by an offeror prior to contract award.

(e) Offerors are cautioned that, notwithstanding any remarks or clarifications given at the conference, all terms and conditions of the solicitation remain unchanged unless they are changed by amendment to the solicitation. If the answers to conference questions, or any solicitation amendment, create ambiguities, it is the responsibility of the offeror to seek clarification prior to submitting an offer.

(f) The conferences will be held at the following locations for the corresponding line items and Forests listed in the Schedule of Items:

Date:

Time:

Location:

**“A PREBID MEETING WILL BE ANNOUNCED AT A LATER DATE”**

## **SECTION M--EVALUATION FACTORS FOR AWARD**

### **M. 1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

#### **I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

##### **PROVISIONS**

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

### **M.2 PREPARING THE PROPOSAL**

Offerors shall submit a minimum of two copies of their technical and cost proposal. Proposals shall, at a minimum, contain the items described in this section. Each proposal shall contain sufficient information to enable thorough evaluation. Proposals must specifically address the goals and requirements of the specifications in Section C. The offeror's capabilities to accomplish the requirements of the Request for Proposal must be clearly demonstrated. All proposals, which merely offer to conduct a program in accordance with the requirements of the Government's statement of work, without detailing how it will be accomplished, will be considered nonresponsive and will not be considered further. The offeror must submit a detailed proposal covering the following criteria. An evaluation team will evaluate each offeror's proposal using the following criteria listed in order of priority of their importance:

1. Management experience dealing with and coordinating with multiple government agency involvement in project construction and on multiple agency controlled property.
2. Construction procedures used to install ductile iron waterline through area of plant species of concern that is on a steep construction slope.
3. Safety procedures spelled out for installation of ductile iron piping and building supply lines within Camp Lee Youth Camp, considering that the Camp will be occupied by up to 60 children during construction.
4. Qualifications and experience of the subcontractor used to construct the above ground steel water reservoir tank.
5. Qualifications and experience of the subcontractor used to paint the above ground steel water tank.

**M.3. BASIS FOR AWARD**

Evaluation factors when combined are equal to price. Award may not necessarily be made to that offeror submitting the lowest cost. Also, the award may not be made for technical capabilities that would appear to exceed those needed for the successful performance of the contract. The Government reserves the right to make cost/technical trade-offs that are in the best interests of the Government. It is anticipated that award will be made to the firm with the best value, considering costs, technical proposal and technical capabilities.

Award may be made without further discussions. Proposals should be submitted initially on the most favorable terms, from a technical standpoint, which the offeror can submit to the Government. However, the Government may, after evaluation of proposals, conduct further oral or written discussion as appropriate with all offerors whose proposals are within the competitive range.

**M.4 EVALUATION OF OPTIONS (FAR 52.217-4) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

Government will have 60 days from contract award to exercise option.

<b>BID BOND</b> <i>(See instruction on reverse)</i>	DATE BOND EXECUTED <i>(Must not be later than bid opening date)</i>	OMB NO.: <b>9000-0045</b>
--	---	---------------------------

Public reporting burden for this collection of information is estimated to average 25 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVR), Federal Acquisition Policy Division, GSA, Washington, DC 20405.

PRINCIPAL <i>(Legal name and business address)</i>	TYPE OF ORGANIZATION <i>("X" one)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION STATE OF INCORPORATION
SURETY(IES) <i>(Name and business address)</i>	

PENAL SUM OF BOND					BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED				BID DATE	INVITATION NO.
	MILLION(S)	THOUSAND(S)	HUNDRED(S)	CENTS	FOR <i>(Construction, Supplies, or Services)</i>	

**OBLIGATION:**

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

**CONDITIONS:**

The Principal has submitted the bid identified above.

**THEREFORE:**

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) are waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

**WITNESS:**

The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

PRINCIPAL						
SIGNATURE(S)	1.	2.	3.	<i>Corporate Seal</i>		
	<i>(Seal)</i>	<i>(Seal)</i>	<i>(Seal)</i>			
NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.	3.			
INDIVIDUAL SURETY(IES)						
SIGNATURE(S)	1.	2.				
		<i>(Seal)</i>	<i>(Seal)</i>			
NAME(S) <i>(Typed)</i>	1.	2.				
CORPORATE SURETY(IES)						
SURETY A	NAME & ADDRESS			STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.			
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.			

<b>SURETY B</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY C</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY D</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY E</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY F</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		
<b>SURETY G</b>	NAME & ADDRESS		STATE OF INC.	LIABILITY LIMIT (\$)	<i>Corporate Seal</i>
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) (Typed)	1.	2.		

## INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., (e.g., 20% of the bid price but the amount not to exceed \_\_\_\_\_ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitation listed therein. where more than one corporate surety is involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designed "SURETY(IES)" on the face of the form, insert only the letter identification of the sureties.  
  
(b) Where individual sureties are involved, a completed Affidavit of Individual surety (Standard Form 28), for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."